THE PROCEDURES IN THE MASTER AGREEMENT MEET THE FCC STANDARDS FOR NONDISCRIMINATORY TREATMENT. (In response to Keating ¶20)

18. AT&T claims (AT&T Attachment H, Keating ¶20) that the precise actions required of SWBT by the First Interconnection Order -- to grant access consistent with capacity, safety, reliability, and engineering standards -- are discriminatory. AT&T's argument is, essentially, that it is discriminatory for SWBT to require AT&T to *apply* for access and that it is discriminatory for SWBT to be in a position of *granting* or *denying* access. Because SWBT need not apply for access to the facilities SWBT already owns, AT&T suggests that AT&T need not apply either but should simply be able to "sign out" any space which appears from SWBT's records to be available. AT&T's position is that all parties are entitled to *take* access to whatever space is available with no input or participation by SWBT. AT&T further suggests that once AT&T determines that space is available, AT&T is entitled to occupy that space immediately without input or supervision of any kind from SWBT. The Commission, of course, has stated that CLECs should file written applications for access and requires utilities to respond within 45 days, a process quite different from what AT&T envisions.

19. Different procedures are applicable when SWBT provides access to CLECs and when SWBT engineers design jobs using SWBT's own facilities. There is no requirement that SWBT formally respond in writing within 45 days to its own engineers when access to a pole, duct, conduit, or right-of-way will not be

provided due to capacity, safety, reliability, engineering, or any other concerns. Nevertheless, AT&T asserts that any actions or efforts taken by SWBT to verify that a CLEC's access proposal is consistent with capacity, safety, reliability, or engineering standards are "discriminatory." Doing what is reasonably required by FTA 96 and Commission orders is not discriminatory. SWBT has reengineered its procedures to eliminate competitively significant differences between the procedures for providing access to itself and for providing access to others. Those remaining differences which relate to ownership status versus access-only status are logical, nondiscriminatory, and competitively neutral.

20. In accordance with the First Interconnection Order at ¶1143, SWBT verifies requests for access on a case-specific basis guided by the five general rules of applicability prescribed by the Commission in the First Interconnection Order at ¶¶1151-1157. AT&T's assertion (AT&T Attachment H, Keating ¶20) that SWBT should not do so invites chaos into what SWBT believes will be a crowded outside plant environment. For SWBT to ignore its responsibilities and Commission rules and guidelines would be contrary to the interests of the public and the telecommunications providers who share the use of SWBT's facilities. There are genuine safety and network reliability issues associated with outside plant facilities. If safety standards are violated, such as by improper installation of telecommunication facilities in the power portion of a pole, anyone working on the pole may be unnecessarily exposed to the risk of electrocution. Firms

sharing the use of SWBT's facilities expect SWBT to take reasonable, although minimal, precautions to maintain order.

21. These precautions are not meant, as AT&T suggests, to delay competition or drive up competitors' costs. SWBT's Master Agreement has been carefully negotiated to provide the lowest level of supervision reasonably required, taking into consideration that the same rates, terms, and conditions of access must be uniformly applied to all parties who seek access. SWBT is entitled to recover the real costs associated with the processing of access requests that benefit AT&T and all other telecommunications providers using SWBT's facilities.

THE MASTER AGREEMENT CONDITIONS FOR MAKE-READY WORK ARE NONDISCRIMINATORY AND GO BEYOND WHAT IS REQUIRED BY FTA 96 AND THE FIRST INTERCONNECTION ORDER. (In response to Keating 21)

22. SWBT's Master Agreement imposes no restrictions on telecommunications providers which preclude them from engineering their facilities and performing their own installation, maintenance, and repair work. On the contrary, SWBT expects these firms to perform such tasks and to select and supervise the personnel who perform such work. Further, SWBT expects other firms to be responsible for the acts of the personnel they bring to SWBT's sites. SWBT does not select, certify, qualify, or control such personnel.

23. AT&T, which is well aware of SWBT's position, nevertheless complains that SWBT's "authorized contractor" procedures are in some manner

discriminatory. AT&T can make that argument only by distorting the "authorized contractor" concept. Historically, SWBT as the owner of poles, ducts, conduits, and rights-of-way has been responsible for make-ready work needed to prepare SWBT's poles for use by third parties. For example, if a larger pole is needed to permit another firm to attach its facilities, SWBT would perform the make-ready work and the other firm (usually a cable operator) would install its facilities when the make-ready work was complete.

24. AT&T does not want to wait on SWBT to perform make-ready work. Therefore, by stipulation, AT&T and SWBT agreed in Texas and later Oklahoma that if SWBT could not start or complete make-ready work fast enough to satisfy AT&T, SWBT would permit AT&T or mutually agreed contractors to perform the make-ready work at AT&T's direction. In other words, AT&T would be permitted to perform make-ready work to modify SWBT's facilities as well as being permitted to install its own facilities. This approach was further extended by negotiation after the stipulation. If AT&T requests permission to perform make-ready work, SWBT will not refuse the request without good cause. Therefore, if AT&T thinks that it can perform the make-ready work at a lower price than SWBT estimated, AT&T can handle the project. Of course, there are some kinds of invasive work (e.g., cable consolidations) excepted from these provisions. Moreover, SWBT expects AT&T to follow SWBT's specifications when modifying SWBT's own facilities.

25. In any event, the term "authorized contractors" refers only to those contractors mutually approved to perform facilities modification, capacity expansion, and other make-ready work which would otherwise be performed by SWBT. For routine installation, maintenance, and repair work, any contractor selected by AT&T can perform the work, assuming that AT&T determines that the contractor meets SWBT's minimal financial responsibility requirements.

26. AT&T now complains that the "authorized contractor" provisions, which go far beyond the Commission's requirements to accommodate CLECs, conflict with the First Interconnection Order ¶1182 (AT&T Attachment H, Keating ¶21). This assertion is baseless. Under Master Agreement Section 6.09 ("General Requirements Relating to Personnel, Equipment, Materials, and Public Safety"), AT&T and other telecommunications carriers hire their own personnel and use their own contractors to attach their facilities to SWBT plant. Nothing stops AT&T and other CLECs from selecting their own workers and nothing in the agreement authorizes SWBT to dictate what employees or contractors install, maintain, and repair CLEC facilities.

27. Nothing in the Commission's requirements suggests or even contemplates that a utility will permit other parties to modify the utility's own facilities. SWBT's agreement represents SWBT's good faith effort to go beyond legal requirements to work out solutions which make sense for all parties. SWBT therefore permits AT&T and other CLECs to use their own contractors to perform nonintrusive make-ready work such as installing inner duct, replacing poles, and

raising, lowering, or transferring cables. Since this work would normally be performed by SWBT or its own contractors, it is more than reasonable that the "authorized contractors" performing such work be "mutually approved" by SWBT and the telecommunications provider and that the work be performed in accordance with the same standards that SWBT demands of its own contractors. When it comes to modification of SWBT's own facilities, it is reasonable that the work be performed in accordance with SWBT's standards.

28. SWBT has, by stipulation, agreed that AT&T meets the "authorized contractor" standards. In like manner, telecommunications carriers other than AT&T will be approved as "authorized contractors" for the purpose of making modifications to SWBT plant if they meet SWBT's requirements and agree to perform the work in accordance with the standards applicable to SWBT's own contractors. The overall effect of these provisions, found in Sections 10.02 and 10.05 of the Master Agreement, is that telecommunications carriers can perform most required facilities modification, capacity expansion, and make-ready work themselves and not be dependent upon SWBT resources or schedules.

AT&T INSISTS ON A PROPERTY INTEREST IN POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY. (In response to AT&T Attachment H, Keating IV A 4. ¶22-23)

29. AT&T seeks to utilize its access rights as a means of interfering with SWBT's ability to convey poles, ducts, conduits, and rights-of-way to third parties or abandon facilities no longer needed by SWBT for its own business purposes.

AT&T's view of nondiscrimination is that of a one-way street going in its direction. Its assertion of unreasonableness (AT&T Attachment H, Keating ¶22-23) not only is unfounded but ignores the Commission's rulings. Unlike lessees who agree to a term lease for specified real property at agreed rates, telecommunications providers granted access to SWBT's poles, ducts, conduits, and rights-of-way make no commitment for any specified period of time. What they receive is the right to utilize a pole, duct, conduit, or right-of-way on a nondiscriminatory basis for so long as that pole, duct, conduit, or right-of-way is owned or controlled by a utility. The First Interconnection Order at ¶ 1216 states, in a different context, the general principle that "The statute does not give that party *any interest* in the pole or conduit other than access." (Italics added.)

30. From time to time, SWBT abandons or conveys poles, ducts, conduits, or rights-of-way no longer needed for its business operations. Prior to the enactment of FTA 96, SWBT entered into a number of joint use pole agreements with electric utilities under which SWBT and such utilities shared the use of the same poles, thereby achieving economies and avoiding the unnecessary duplication of poles on public and private rights-of-way. These agreements, negotiated voluntarily rather than under compulsion of the Pole Attachment Act, often include provisions requiring SWBT to transfer property rights to electric utilities under specified circumstances. Electric utilities, of course, have their own rules relating to the use of poles and the rates charged

by the electric utilities for access under the Pole Attachment Act must be based on their own accounting records, not SWBT's.

31. If SWBT is forced to accept AT&T's "poison pill" requiring SWBT to guarantee that telecommunications providers will have the identical rights, arrangements, and procedures with new owners as they had with SWBT, SWBT will end up maintaining ownership of unneeded facilities for no purpose other than to ensure access by competitors. The Pole Attachment Act does not require that SWBT maintain facilities for the sole purpose of supporting competitors' operations and does not confer on competitors rights of first refusal to acquire poles, ducts, conduits, or rights-of-way no longer needed by SWBT. The Pole Attachment Act merely dictates that SWBT provide access to what it owns or controls.

32. AT&T's proposals are not only unsupported by law but would thwart the implementation of new technologies that do not require poles because SWBT would be burdened by impediments preventing it from disposing of the poles at optimal prices. The only legitimate requirement is that SWBT give telecommunications providers 60-days notice, as required in 47 C.F.R. § 1.1403(c), before disposing of a pole, duct, conduit, or right-of-way in any manner which constitutes a modification of that facility. Within 60 days, AT&T and other CLECs should be able to make appropriate arrangements with the new owners for continued use of the facilities, especially if the new owner is itself a utility subject to the Pole Attachment Act.

SPECIFIC PERFORMANCE REQUIREMENTS MAKE NO SENSE AND ARE NOT REQUIRED FOR ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF WAY. (In response to AT&T Attachment H, Keating IV A 4. ¶24)

33. AT&T (AT&T Attachment H, Keating ¶24) would have the Commission believe that telecommunications providers are completely at the mercy of SWBT's schedule and at the whim of its managers when it comes to make-ready work. Nothing could be farther from the truth. By stipulation, SWBT has agreed (Master Agreement, Section 10.05) to perform make-ready work "within the same time intervals which would be applicable if SWBT were performing the work for itself." Going beyond this by setting artificial standards for the performance of make-ready work is unnecessary and inappropriate. After all, make-ready work is custom work. Each site is unique and construction projects are susceptible to weather and other contingencies. Comparing telecommunications provider rearrangement or transfer activity, functions that can be completed in minutes, to modifications such as pole replacements and conduit reinforcements that may require days or weeks to complete, demonstrates either lack of knowledge of outside plant operations or at best an "apples to watermelon" comparison.

34. What is perverse about AT&T's proposal is that if performance standards are set, AT&T can, if it desires to do so, select for itself the easy make-ready work and leave SWBT with the jobs which will take more time or cost more money to perform than are reflected in averaged performance

standards. SWBT's performance record would then appear to be poor, even if it is excellent, and SWBT would bear the burden of justifying deviations from the performance standards established and keeping the voluminous records (on a project-by-project basis) required to defend its performance record.

35. As explained above, AT&T has the option of performing most kinds of non-invasive make-ready work. If AT&T doesn't feel that SWBT is getting the work done quickly enough, or feels that SWBT's prices are too high, AT&T has choices and should exercise them. Given SWBT's procedures, the establishment of artificial performance intervals would be totally unwarranted. No better protection can be established than giving a CLEC the opportunity to use its own resources when its thinks SWBT's charges are excessive or that its performance intervals are too long.

THE MASTER AGREEMENT PROVIDES ACCESS TO SWBT'S POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY AT JUST AND REASONABLE RATES. (In response to AT&T Attachment H, Keating IV B 1. ¶25)

36. Prior to submittal of the Keating Affidavit (AT&T Attachment H), SWBT advised AT&T that it was changing its billing procedures to permit daily proration of pole attachment and conduit occupancy fees. Beginning with the 1997 billing period, no new entrants have been or will be charged for more than the actual period assigned or occupied. SWBT now bills the initial and final periods based on the actual dates space is assigned or relinquished. The abandoned six-month minimum billing period (AT&T Attachment H, Keating ¶25)

in the Master Agreement was only applied to initial placements and final removals. This procedure, moreover, kept billing simple and was so utterly lacking in financial impact that it was not challenged in over 20 years of providing access to cable system operators and telecommunications providers.

Pre-license Survey and Inspector Charges should be borne by the Cost-Causer. (In response to AT&T Attachment H, Keating IV B 2. ¶26)

37. AT&T claims (AT&T Attachment H, Keating ¶26) that SWBT's provisions concerning monitoring of CLEC activities in manholes are burdensome and unnecessary. This issue was arbitrated by SWBT and AT&T before four State Commissions. Three (Texas, Missouri, and Arkansas) ruled it appropriate for SWBT to conduct such monitoring and further ruled that it would be reasonable for SWBT to charge AT&T for such monitoring either at a full rate of reimbursement or with a 50/50 split of costs. In the fourth state (Kansas), AT&T successfully argued to the State Commission that "If SWBT has already approved the use of a contractor, there is no need for SWBT to send an employee to observe the work" and that "there is no need for SWBT to observe work performed by AT&T where SWBT has stipulated that AT&T is an 'authorized contractor.'"

38. SWBT exercises its right to monitor the work activities and performance of independent contractors on a nondiscriminatory basis, even when they are performing work on SWBT's behalf. Fully aware of SWBT's policies concerning construction inspectors, AT&T chose not to arbitrate this

issue in Oklahoma. It is reasonable and appropriate for SWBT to monitor the activities of other firms performing work in manholes and underground sites -- whether or not they are authorized contractors -- where significant damage to SWBT's facilities and structures can occur without detection if sloppy or otherwise improper construction activities occur. Further, as explained above, and contrary to the thrust of AT&T's arguments in Kansas, most CLEC personnel performing work in SWBT's manholes will be personnel selected by the CLEC without any input or approval by SWBT. SWBT is not required to make any assumptions that these personnel will perform work with due consideration for anything other than getting the work done in the cheapest and fastest manner which meets the instructions of the CLEC on whose behalf they are working.

39. In this regard, SWBT has considerable experience with construction work performed by other firms on SWBT's premises and, based on that experience, SWBT reasonably believes that it is appropriate to monitor the performance of work by other firms in SWBT's underground facilities. Monitoring of work performed in SWBT's underground facilities is work which would not be needed but for the choice of a CLEC to utilize SWBT's facilities and is thus appropriately recovered by SWBT. Because of high concentrations of vulnerable circuits in potentially volatile manholes subject to water pressure damage, careless actions by individuals in manholes can go undetected in the short run and cause devastating service outages in the long run. SWBT's Master Agreement provides for the monitoring of activities only in SWBT's underground

facilities and does not provide for the monitoring of aerial activities on poles (where far more installation, repair, and maintenance activity occurs).

40. SWBT's ownership position is different than the position of users exercising access rights. Justifiable owner procedures that differ from user procedures are not discriminatory as AT&T claims. As an owner, SWBT has paid for the facilities and has the full right to use any portion of those facilities not assigned to others. As a property owner, SWBT has potential premises liability exposure to which users are not exposed. SWBT's relationships with users of its facilities create expectations on the part of those users that SWBT will be responsible for maintaining its facilities in proper order. These are owner responsibilities not shared by other users. There is nothing discriminatory about SWBT having ownership obligations, but it is discriminatory to saddle SWBT with financial burdens directly attributable to the individual actions of cost-causing users. For such actions, SWBT should be compensated by the cost-causing user.

41. AT&T would have SWBT finance new entrants' make-ready costs, claiming it is unfair and burdensome (AT&T Attachment H, Keating ¶27) for new entrants to pay up-front for the costs directly attributable to their actions. If it is unfair and burdensome for new entrants to finance their own operations, it is much more unfair and burdensome for SWBT to advance funds up-front for work requested by the many new entrants who will request that SWBT modify its facilities to accommodate their needs. The Pole Attachment Act does not

contemplate that SWBT finance modification and expansion costs associated with make-ready work performed for others. Not all make-ready work is performed by contractors as suggested by AT&T, and not all make-ready costs are incurred only after the work is completed. Even when contractors are used, SWBT incurs engineering and material costs before construction begins. Labor costs for SWBT's employees are incurred as work is performed, not after-the-fact. More often than not, contractor charges are incurred as the work progresses with only a fraction being withheld until the work is complete. If SWBT is required to wait until construction is complete before billing a new entrant, SWBT will typically have to wait at least 30 days after actual completion of the last item of work to ensure that all billable charges clear its ledgers. On larger jobs, SWBT will incur substantial costs many months before it actually receives payment for the work, and that assumes prompt payment of make-ready work bills. AT&T and other communications providers have the option to control these costs by using their own authorized contractors. If telecommunications providers wish to use SWBT resources, they should be willing to pay for them. AT&T's proposal to pay SWBT in arrears for costs incurred on behalf of AT&T and untold numbers of other telecommunications providers is patently unfair to SWBT and not supported by any provisions of the Pole Attachment Act, the Telecommunications Act of 1996, or the First Interconnection Order.

42. AT&T's assertion that it is being denied access to Central Office entrance conduit (AT&T Attachment H, Keating ¶28) is completely false. AT&T has not requested such access. Further, access to Central Offices is covered under SWBT's collocation agreements as directed by the First Interconnection Order ¶¶573-574. Specifically, SWBT's Technical Publication for Physical Collocation provides for the placement by SWBT of a telecommunications provider's cable in the entrance conduit and the Central Office Vault. This is appropriate because CLECs have no need for access without a collocation agreement at the Central Office in question. Without a collocation agreement at a Central Office, AT&T would have no need to request access to entrance conduit other than to block some other telecommunications provider from legitimate use of the duct.

SWBT'S POLE ATTACHMENT OFFERINGS NOT ONLY COMPLY WITH THE CHECKLIST BUT EXCEED MANDATED REQUIREMENTS (IN RESPONSE TO SPRINT 29-31)

43. Sprint's first bulleted statement (p. 30) reflects a misunderstanding or misrepresentation of SWBT's terms and conditions of access to poles, ducts, conduits, and rights-of-way. In that statement, Sprint alleges that Sections 9.01 and 9.02 of the Master Agreement violate the First Interconnection Order ¶1160. Article 9 of the Master Agreement calls upon parties requesting access to provide SWBT with information sufficient to identify the SWBT outside plant facilities to be accessed and to describe, in reasonable detail, the facilities which

requesting parties seek to attach to SWBT's poles or place in SWBT's ducts or conduits. This is information which SWBT needs to make capacity, safety, reliability, and engineering determinations within the deadlines provided by the First Interconnection Order. My original affidavit at ¶¶22-24 describes the application process. It should be noted that the First Interconnection Order itself, at ¶1224, directs telecommunications providers to apply in writing. The processes described in Sections 9.01 and 9.02 allow a new entrant to submit a written request for access to poles, ducts, conduits, and rights-of-way and allow SWBT to respond in an expeditious manner.

44. Sprint now claims that the mere existence of a written agreement violates the First Interconnection Order ¶1160. Sprint quotes part of ¶1160 but omits the part that reads: "We understand that such agreements are the norm and encourage their continued use, subject to the requirements of section 224. Complaint or arbitration procedures will, of course, be available when parties are unable to negotiate agreements." The Commission is not only encouraging agreements, but also encouraging arbitration proceedings to make agreements when the parties can't agree on terms and conditions. SWBT has provided Sprint with its proposed Master Agreements and given Sprint ample opportunity to discuss its concerns with SWBT's negotiators and subject matter experts. If dissatisfied with these terms, Sprint may seek further negotiations with SWBT or invoke appropriate regulatory procedures.

45. In Sprint's second bulleted item on p. 30, Sprint alleges that SWBT will "...force attaching entities to bear the costs of rearrangements made necessary by SWBT's own business needs..." In fact, Article 14 of the Master Agreement states that modifications and related payments will be handled in accordance with applicable laws and orders. Further, Section 2.02 of the Master Agreement provides:

> This Agreement is intended by the parties to implement, rather than abridge, their respective rights under federal and state law. In the event of an irreconcilable conflict between any provision of this Agreement and any applicable federal or state laws or regulations, the parties' rights and remedies under such federal or state laws and regulations shall take precedence over the terms of this Agreement.

SWBT's Master Agreement adheres to the Commission's cost-causer pays doctrine as the fairest approach to rearrangement costs. This approach is fully consistent with the First Interconnection Order ¶1211.

46. In bulleted item three on p. 30, Sprint contends that SWBT intends to use "an application process whereby SWBT will be able to reserve space for its telecommunications operations." Sprint references Master Agreement Section 8.02 as being in violation of the First Interconnection Order at ¶1170. Section 8.02 is the result of extensive negotiations between SWBT and AT&T. Section 8.02 provides a nondiscriminatory assignment-of-space process which accommodates new entrants and gives SWBT no rights other than those given

to new entrants. Under these provisions, SWBT has no preferential right to assign space to itself for either current or future needs. CLECs, cable operators, and SWBT may only be assigned space for current needs. Space may be assigned before a formal application is filed to enable a CLEC or cable operator to study the site before committing to SWBT what facilities are to be installed at the site. Each party assigned space has 12 months to occupy the space or relinquish the space for assignment to others. Telecommunications providers need time to identify required space for their current needs, design the system to use this space, make any rearrangements or modifications necessary to occupy the space, order material, and construct the system. Twelve months is a reasonable period of time in which to accomplish these tasks. These provisions do not favor any carrier and allow all carriers equal opportunities to expand their local telephone plant in an orderly fashion.

47. In bulleted item four on p. 30, Sprint asserts that Section 6.02 of the Master Agreement unreasonably requires parties to minimize the need for access to SWBT facilities. In fact, the agreement merely calls on "each party" (including SWBT) to design its plant efficiently to make efficient use of the available resources. This is a nondiscriminatory standard to which SWBT holds itself and one which becomes even more important as more users seek access to SWBT's existing facilities. This standard will help all parties entitled to access minimize costs and thereby lower service prices to the public.

48. In bulleted item five on p. 30, Sprint alleges that SWBT intends to charge fees beyond the maximum rates allowable under Section 224. The fees referenced by Sprint are user-driven charges unique to the individual case. These fees are consistent with the principle that users should not subsidize costs driven by other users who are requesting that SWBT perform tasks that only they want performed. The Commission recognized this principle in the First Interconnection Order at ¶1211: "With respect to the allocation of modification costs, we conclude that, to the extent the cost of a modification is incurred for the specific benefit of any particular party, the benefiting party will be obligated to assume the cost of the modification ..." Specifically, charges associated with make-ready work, personnel costs for making records available, copying costs, and pre-license survey fees reflect real costs incurred by SWBT for the specific benefit of the requesting party. SWBT bills users actual costs incurred, in accordance with the cost-causer pays principle. Contract administration fees, transfer of control fees, and record-keeping fees are fees based on cost studies performed by SWBT and will only be assessed if approved by the Oklahoma Corporation Commission.

49. In bulleted item six on p. 30, Sprint contends that the "Commission considered and rejected" the procedure of SWBT's exercising "its eminent domain authority only if the party seeking access does not have its own eminent domain authority." The procedures in Section 5.03 of SWBT's Master Agreement fully comply with the First Interconnection Order ¶1181, where the

Commission stated: "We believe a utility should be expected to exercise its eminent domain authority to expand an existing right-of-way over private property in order to accommodate a request for access, just as it would be required to modify its poles or conduits to permit attachments." There is no mandate here that requires SWBT to take action when the requesting party itself has full authority to meet its own needs. The Commission's comparison to modifications makes this clear. Only when other logical alternatives have been exhausted should SWBT exercise its eminent domain authority or perform modifications. SWBT's procedures, also the result of negotiation and stipulation, will avoid unnecessary expenditures and prevent potential misuse of an authority which should only be relied upon after all other reasonable measures have been taken.

50. In bulleted item seven on p. 30, Sprint cites ¶ 1182 to contend that use of SWBT's resources to modify SWBT's own plant conflicts with the First Interconnection Order. SWBT simply requires that if an attaching party wants to perform (as an "authorized contractor") modifications that SWBT would normally perform itself or with SWBT's own contractors, the attaching party must meet the standards required of SWBT's contractors. That is because, as discussed above, the authorized contractors will be modifying SWBT's own facilities and, in effect, operating as subcontractors selected by the attaching party to do modification work on SWBT's facilities in accordance with SWBT's specifications. It should be noted that the provisions relating to authorized contractors impose

no duties on attaching parties. Attaching parties have the option, but not the duty, to perform make-ready work. This purely optional provision, which is not required by the First Interconnection Order, benefits attaching entities by enabling them to control their own work schedules and control their own costs.

51. In bulleted item eight (first bullet on p. 31), Sprint asserts that it is unreasonable for SWBT to be present to observe or monitor activities at the attaching entity's expense. This issue is addressed at ¶¶ 37-39 of this affidavit.

52. In bulleted item nine (second bullet on p. 31), Sprint expresses its belief that the Master Agreement should include a contractual commitment by SWBT that it will impute to itself the rates set forth in the Master Agreement. SWBT's imputation obligations are established by statute, not by contracts (which Sprint earlier alleges to be entirely unnecessary). Under Sprint's view, an interconnection agreement would not comply with the law unless it expressly incorporated the entire text of FTA 96 and the First Interconnection Order. While FTA 96 requires imputation of pole attachment rates, there are no requirements that formal agreements governing access to poles, ducts, conduits, and rights-of-way include certifications of compliance with the statutory imputation requirements.

CONCLUSION

53. The provisions of SWBT's Master Agreement afford nondiscriminatory access to SWBT's poles, ducts, conduits, and rights-of-way on rates, terms, and conditions that are consistent with the Pole Attachment Act, 47 U.S.C. § 224, as amended by the Telecommunications Act of 1996. To foster a pro-competitive environment, the terms and conditions offered by SWBT go well beyond legally mandated requirements. Lacking any real substantive issues to complain about, AT&T invents non-existent requirements and resorts to coyly worded arguments in an attempt to suggest that SWBT may be guilty of discrimination or other noncompliance. Sprint has fired nine bullets and hasn't hit the target once. Instead, Sprint has misstated the terms of SWBT's Master Agreement and the First Interconnection Order. AT&T's and Sprint's allegations should be summarily rejected.

The information in this affidavit is true and correct to the best of my knowledge and belief.

James A. Hearst

Subscribed and sworn to before me this 14th day of May, 1997

Notary Public expires 6-17-2000

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D. C. 20554

In the Matter of Application of SBC Communications, Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc., d/b/a Southwestern Bell Long Distance, for Provision of In-Region, InterLATA Services in Oklahoma	CC Docket No.97-121

REPLY AFFIDAVIT OF RICHARD K. KEENER
ON BEHALF OF SOUTHWESTERN BELL TELEPHONE COMPANY

STATE OF TEXAS)
) §
COUNTY OF DALLAS)

I, Richard K. Keener, being first duly sworn upon oath, do hereby depose and state as follows:

1. My name is Richard K. Keener. My business address is One Bell Plaza, Room 3420, Dallas, Texas 75202. I previously filed an Affidavit on behalf of Southwestern Bell Telephone Company in this proceeding.

2. The purpose of this Reply Affidavit is to respond to issues regarding access to Directory Assistance raised by parties in their Comments filed in this proceeding.